


Agenda Report Reviewed by:  
 City Manager: 

CITY OF SEBASTOPOL  
 CITY COUNCIL  
 AGENDA ITEM

**Meeting Date:** August 3, 2021  
**To:** Honorable Mayor and City Councilmembers  
**From:** Kari Svanstrom, Planning Director  
**Subject:** Approval of Service Agreement with Waterways Restoration Institute for Calder Creek Naturalization Work  
**Recommendation :** Approve the Service Agreement  
**Funding:** Currently Budgeted: \_\_\_\_\_ Yes \_\_\_\_\_ No  N/A  
 Net General Fund Cost: N/A  
 Amount: \$0

Account Code/Costs authorized in City Approved Budget (if applicable) \_\_\_\_\_AK\_\_\_\_\_ (verified by Administrative Services Department)

**INTRODUCTION:**

This item is to approve a “service agreement” with Waterways Restoration Institute (WRI), a non-profit focused on creek restoration in neighborhoods and cities. There is no cost to the City for this work, however they do require a service agreement to clarify scope and responsibilities.

**BACKGROUND/ DISCUSSION:**

The approved Ives Park Master Plan includes the concept of naturalizing Calder Creek as it runs through the Park. The approved Capital Improvement Plan includes funding for a hydrology study and creek naturalization concept to move this project forward. While the hydrology study and associated work will be done by GHD, one of the Planning Department’s on-call consultants, the City was approached by the WRI, which received a grant from the Switzer Foundation to support a Fellow to do a specific project (<https://www.switzernetwork.org/>). They would like the naturalization of Calder Creek to be the project for their effort.

The project would be supportive of GHD’s work on the creek naturalization, with GHD doing the technical studies (hydrology studies, etc.) and follow-up design work.

**GOALS:**

This project relates to Goal 3: Maintain, Enhance, and Increase Park-land in the City of Sebastopol.

**PUBLIC COMMENT:**

As of the writing of this staff report, the City has not received any public comment. However, public comment from interested parties following the publication and distribution of this staff report will be provided to the City Council as supplemental materials before or at the meeting.

**PUBLIC NOTICE:**

This item was noticed in accordance with the Ralph M. Brown Act and was available for public viewing and review at least 72 hours prior to scheduled meeting date.

**FISCAL IMPACT:**

There is no direct fiscal impact associated with the recommended action tonight, as the Waterways Restoration Institute has received a Grant for the Fellow and the proposed work.

**RECOMMENDATION:**

Authorize staff to execute the service agreement.

**Attachments:**

Service Agreement

Background information on WRI

## Service Agreement Between the City of Sebastopol and the Waterways Restoration Institute and its Contractor Wilding Design Studio

### **Background**

The service agreement describes the work plan that will be implemented by the non-profit Waterways Restoration Institute (WRI) and its contractor, Wilding Design Studio and its principal Jessica Hall. The Waterways Restoration Institute is a 501)(c)3 non-profit corporation which has designed and constructed urban stream restoration projects since 1994.

This is a Services Agreement (“Agreement”) dated as of August 3, 2021 to July 1, 2022, between the Waterways Restoration Institute (WRI) a California nonprofit corporation, its contractor Wilding Design Studios (together, referred to herein as “WRI”) and The City of Sebastopol (City).

### **1. Services**

#### **1.1 Scope**

WRI will perform services (“Services”) for the City as described in the Statement of Work (“SOW”) attached as Exhibit A. If the City wishes to engage WRI for additional services the City will notify WRI, and if appropriate WRI will prepare a separate SOW describing the specific assignment .

#### **1.2 Personnel**

The personnel engaged in the services are Ann L. Riley, PHD, Executive Director of the Waterways Restoration Institute and its contractor, Jessica Hall, Principal of Wilding Design Studio.

#### **1.3 Cooperation**

The City of Sebastopol acknowledges that the effectiveness of an engagement depends in large part on the information provided and the actions the City undertakes. To that end, the City will cooperate with WRI in the performance of Services, including, without limitation, providing WRI with timely access to information and ensuring the accuracy and completeness of the information the City provides to WRI.

#### **1.4 Scope Changes**

If you request WRI to do work relating to the project that is not included in the scope as described in the applicable SOW, WRI will not perform any Service not authorized the SOW contained in this agreement, unless mutually agreed to by both the City and WRI.

#### **1.5 Compensation**

No payment for the Services and reimbursements for expenses will be due as set forth in the applicable SOW.

## **2. Confidentiality and Work Product**

### **2.1 Confidential Information**

WRI will use your Confidential Information (defined below) only in connection with our activities under this Agreement and will keep it confidential. WRI may disclose Confidential Information only to contractors or other persons who need access to the information for the purposes contemplated by this Agreement, or as otherwise required by law. All Confidential Information furnished by the City is and shall remain the City's property. "Confidential Information" means all information furnished to WRI by the city that is expressly marked or otherwise designated by the City as "Confidential." It does not include information that is generally available to the public, information already known by WRI before entering into this Agreement, or information WRI independently develop.

### **2.2 Work Product**

WRI in performing Services may furnish the city with reports specifically prepared for the City (the "Work Product"). Subject to the terms of this Agreement, the City will own all such tangible Work Product. The City acknowledge that WRI own and retain all right, title, and interest in and to any and all proprietary know-how and methodologies WRI use in creating the Work Product or in otherwise providing Services. The City may use the work products for use by its contractors or other entities for the purpose of advancing project designs, permits, fund raising, and other project implementation needs.

## **3. Relationship**

### **3.1 Publicity**

The City agrees that, subject to Section 2.1 of this Agreement, WRI may, in our discretion, identify as a client in internal and external communications, including on our website and in our outreach materials.

### **3.2 Limitation of Liability**

Neither the City or WRI, or its partners performing the work will be liable to the other for any incidental, special, consequential, exemplary, punitive, or indirect damages arising out of or otherwise related to this Agreement, even if the other party has been apprised of the likelihood of such damages. WRI's or the City's total liability in respect of an engagement will not exceed that which the City will pay to WRI in fees under the applicable SOW, except that no such limitation will apply in respect of liabilities involving the gross negligence, willful misconduct, or fraud of organization.

## **4. Term and Termination**

### **4.1 Term and Termination**

This Agreement becomes effective on the date it is executed by the last to sign. An SOW or Change Order becomes effective on the date it is executed by the last to sign. The City may terminate this Agreement or any SOW or Change Order resulting from this Agreement at any time.

## **5. General Provisions**

### **5.1 Entire Agreement; Amendment**

This Agreement, together with all SOWs and Change Orders, expresses the final, complete, and exclusive agreement between the City and WRI regarding our provision of Services to the City. Any additional Services that are the subject of separate SOWs and Change Orders will be covered by this Agreement. This Agreement may be changed only as described in a written document signed by the City and WRI which refers specifically to this Agreement and says that it is changing this Agreement. Any modifications to an SOW must be made through a Change Order signed by WRI and the City.

### **5.2 Severability; Waiver**

If any provision of this Agreement is held illegal, invalid, or unenforceable, all other provisions of this Agreement will nevertheless be effective, and the illegal, invalid, or unenforceable provision will be considered modified such that it is valid to the maximum extent permitted by law. Any waiver of the provisions of this Agreement must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

### **5.3 Governing Law**

This Agreement is governed by California law. WRI and the City consent to the exclusive jurisdiction of the state and federal courts for [city], California.

### **5.4 Counterparts**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.

\* \* \* \* \*

Waterways Restoration Institute

\_\_\_\_\_

By: Ann L. Riley

\_\_\_\_\_

Title: Executive  
Director \_\_\_\_\_

Date: \_\_\_\_\_

City of Sebastopol

Name: \_\_\_\_\_

By: Lawrence  
McLaughlin \_\_\_\_\_

Title: City  
Manager \_\_\_\_\_

Date: \_\_\_\_\_

**Wilding                      Design                      Studio**

\_\_\_\_\_

By:  
Jessica Hall

\_\_\_\_\_

Title:  
Principal \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A Attached**

## Exhibit A

### Statement of Work

The work plan addresses engaging the community and city officials to identify enhancement options for Calder Creek beginning upstream of Ives Park, through Ives Park, and ending in the Railroad Forest Park near Highway 116. The upper boundaries of the plan will go upstream of Jewell Ave. to include private property owners that show interest in being involved in creek planning. The plan will produce a concept design plan with enough detail that the City could qualify for additional funding from State of California grant programs to advance the plan to construction drawings for different phased implementations. The agreement costs are \$00.00 (no cost). The work products under this agreement are covered by the Switzer Foundation in a grant awarded to our contractor, Wilding Design Studio and WRI member, in May 2021.

The dates of the agreement will commence July 1, 2021 and go through July 1, 2022 (the time period for the grant). The goal is to accomplish the bulk of work by December 2021.

#### Work Plan

##### 1. Explore Options for Improving Calder Creek through the City of Sebastopol

This component will involve the WRI/CUSP providing public presentations that describe what other communities have accomplished to enhance the urban creeks in parks and neighborhoods. A presentation will first be given to the City Planning Commissioners to achieve initial reactions and feedback. A second informational presentation of options will be given to the general public, property owners along the creek, and watershed, park and recreation interest groups. The scope of work includes meeting in smaller interest groups and taking part in creek walks with stakeholders.

The exploration of design options will recognize the adopted 2013 Ives Park Master Plan as the context for continuing planning activities. Options not adopted in the current Master Plan will also be identified for community consideration. WRI will conduct outreach efforts to upstream property owners to help identify stream improvements in the upper watershed. There will be no recommendations for eminent domain to accomplish stream improvements, and any participation in this planning effort will be voluntary on the part of private property owners. Stream Improvements may also include guidance to the City and private property owners for both voluntary restoration and potential upgrades the City's Creek Ordinance.

##### 2. Collect Geomorphic and Historic data to Inform Creek improvements

WRI will apply widely used protocols developed over the past four decades to add geomorphic stability to allow for a more natural channel with streamside vegetation along Calder Creek. WRI will collect the data that can inform a more stable channel that includes identifying and

surveying good condition reference reaches that represent more stable, aesthetic creek conditions. Over the past four decades protocols have been developed to guide restoring stream stability and reducing flooding risks by reshaping the channels to more stable cross sections and profiles. Restoring channel lengths, as feasible, can also add greatly to channel stability. The conditions that represent more stable channels that use vegetation and floodplain space can also be informed by “stream restoration curves” which are available for Sonoma County produced by an engineer who works at Marin County Public Works (Leventhal Collins 2015). WRI will use historic maps, as available, to help inform better conditions.

WRI will use existing topographic maps provided by the City that were utilized for the Ives Park Master Plan as base maps for the concept design.

The WRI concept design plan will address alternative approaches to stabilizing the Calder Creek stream banks and making the creek corridor more accessible and user-friendly. The current status of Calder Creek is that it has been straightened, confined, and vegetation replaced with concrete and sakrete in Ives Park. It has also been under- grounded in culverts under parking lots and streets through town. Some of the concrete and akrete is cracking and failing. WRI will calculate shear stresses expected for the new channel and apply the U.S. Army Corps of Engineers system to develop a planting plan to address bank stability based on shear stress estimates.

WRI will rely on City of Sebastopol information on undergrounded utilities. WRI will also refer to the City’s most recent FEMA flood zone maps. WRI will apply the hydrology and flood frequency discharges computed by the GHD Engineering.

### **3. Develop a Concept Creek Improvement Scenarios on the Basis of Ives Park Master Plan and other Community Input**

WRI will present a draft improvement plan to decision makers and community stakeholders to integrate community input for a healthier creek, paths, trails, public access, environmental education, outdoor classroom ideas and increasing interaction between families and the creek at Ives Park and other reaches along the creek.

### **4. Present Final Design Options to Decision Makers**

WRI will offer some feasible creek improvement options to the city staff, City of Sebastopol Planning Commission and City Council in order for decision makers to identify interest in pursuing grant funding for implementing phases of improvement and additional design documents needed to advance the next steps . WRI will provide the average costs per lineal foot based on data from multiple similar projects around the bay area, although WRI won’t produce a specific budget of construction component costs. WRI will provide information on the most likely funders to support continuing this process.



WRI will not include formal environmental review to meet the requirements of the California Environmental Quality Act.

**Budget:**

WRI expenditures:	\$30,000.00
City of Sebastopol expenditures:	\$00.00 (no cost)

## **Waterways Restoration Institute**

### Demonstration Restoration Projects

The Waterways Restoration Institute has assisted the planning, design and funding of large scale federally funded flood damage reduction projects on large rivers and streams to small scale state and locally funded flood reduction projects. These multi-objective projects combining ecosystem restoration with engineering are environmentally preferred alternatives to conventional river channelization, concrete and rock channels and levees. Our experience covers most regions of the country. We combine the fields of fluvial geomorphology, hydraulic engineering, plant ecology, landscape architecture and ecosystem restoration to derive project designs. WRI uses a collaborative approach with professionals from government agencies and the private sector. WRI has specialized in “daylighting” projects which restore streams from underground culverts, creating new urban parks. Our assistance includes public involvement, design, permitting, and project installation and post project assessment.

### Education and Training

WRI has conducted field and classroom courses for the U.S. Environmental Protection Agency, U.S. Army Corps of Engineers, Natural Resources Conservation Service, National Park Service, AmeriCorps, the California Department of Water Resources and Natural Resources Agency as well as local agencies and universities. We have also consulted to Puerto Rico, Japan, Canada and Israel . An emphasis of WRI’s trainings is to instruct local, state and federal conservation youth corps to contribute towards on-the-job training. A WRI board member of many years( now deceased) headed an inner city youth program in Richmond , California in which our staff and board member contributed education and employment opportunities to disadvantaged youth between 1993 and 2009. WRI has acted as a “sister” support organization for the Community Youth Council for Leadership and Education, the Urban Creeks Council of California( 1982-2012) and the California Urban Streams Partnership( starting 2012) to sponsor programs, projects , staff development and youth education opportunities.

### Public Policy

The Executive Director of the Waterways Restoration Institute has an extensive history as a presenter in state and national conferences and symposiums on floodplain management and river and stream restoration for the Association of State Floodplain Managers, Association of State Wetland Managers, and other professional organizations. She has authored two books on urban stream restoration. She has served on numerous local, state and federal task forces and on Committees of the National Academy of Sciences, National Research Council. The WRI has served as an information resource to Congress and State of California legislature.

**RESUME FOR ANN L. RILEY**SUMMARYWORK EXPERIENCEGOVERNMENT

The Watershed and River Restoration Advisor for the San Francisco Bay Area Region, and the other state eight regional boards and State of Calif. Water Resources Control Board for 15 years. Over thirty years of work in government including community organizing in the Federal Office of Economic Opportunity; field work for the U.S. Geological Survey; land use planning for county government in the Midwest; water conservation, integrated pest management, stream restoration and floodplain management for the California Department of Water Resources.

INSTRUCTOR

Instructor in environmental sciences and ecological restoration for colleges, universities and government agencies. Extensive public speaking experience. Organizer and speaker for statewide and national conferences on riparian environments, floodplain and wetlands management policies and federal and state water programs. Conduct courses and field workshops on river restoration methods for conservation corps, water districts, park districts, universities, government agencies and consultants. Government clients include the AmeriCorps, National Park Service, Environmental Protection Agency and U.S. Army Corps of Engineers.

SPECIAL TECHNICAL BACKGROUND

Recognized nationally as an expert in environmental restoration . Ph.D., University of California, Berkeley, specializing in floodplain management and river restoration under Luna Leopold.( 1986) Author of Restoring Streams in Cities 1998 and Restoring Neighborhood Streams 2016 Island Press. Organized, planned, funded, designed and executed numerous stream restoration projects in the United States. A key role in the redesign of Army Corps flood control projects into restoration projects including the 1998 -2015 Napa River, Calif. project.

NON-PROFIT EXPERIENCE

Currently Director of the Waterways Restoration Institute. Past Executive Director of the Golden State Wildlife Federation and the California Natural Resources Foundation. Co-founder in 1993 of a national coalition addressing urban environmental issues, the Coalition to Restore Urban Waters. Co-founder of the Urban Creeks Council of California in 1982; California Urban Streams Partnership ( 2013); Advisory Board of the California Watershed Network. Led the successful effort to pass legislation to establish a new California state urban streams restoration program in 1984. Twenty seven years of community work in the poverty minority community of North Richmond, California. Co-sponsored an inner city youth watershed training program: Community Youth Council for Leadership and Education in Richmond, CA.

WATER POLICY

Served on national and state research, advisory teams and task forces This includes the National Academy of Sciences, National Research Council; the Institute for Water Resources ; the General Accounting Office; Heinz Center For Science, Economics and the Environment; and the review team for the federal interagency manual: Stream Corridor Restoration. Drafted legislation for Congress and state legislative efforts. Testifies at Congressional and State Legislature hearings.

# JESSICA HALL

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 (213) 999-3042      jishica@gmail.com

Ecological, regenerative, and resilient landscape architecture design, planning + advocacy, facilitation, nonprofit management

## REGISTRATION

California Registered Landscape Architect #5780

## EDUCATION

Master of Landscape Architecture      2001  
 College of Environmental Design  
 California State Polytechnic University, Pomona, CA

Bachelor of Arts, Architecture      1992  
 Princeton University, Princeton, NJ

## SKILLS

Ecological, Watershed, Restoration and LID design  
 Native Landscape Design  
 Site Design  
 Climate Change Adaptation Planning  
 Meeting Facilitation and Design Charrettes  
 Construction Documents  
 Public Presentations  
 Project Management  
 Research + Grant Writing

## REPRESENTATIVE PROJECTS

Sepulveda Basin Los Angeles River Restoration Feasibility Plan  
 Corte Madera Creek Naturalization Feasibility Planning  
 Cooper Gulch Daylighting Revegetation / Myrtle Avenue  
     Emergency Repair  
 Bridgeville Community Center Vision Plan  
 Tolowa Dee-ni' Nation LID Improvements  
 Coastal Dune Vulnerability and Adaptation Study Eel River  
     Shoreline Trends Report  
 Drought Response Outreach Program Rain Gardens  
 Dune Reconstruction Basis of Design Report  
 Bear River Rancheria Watershed Based Plan  
 District 1 Climate Change Pilot Studies  
 Old Tujunga Wash Conceptual Restoration Design  
 Eureka Waterfront Trail Landscaping  
 Stream Protection Technical Assistance  
 Ballona Creek Greenway Plan and Projects  
 Los Angeles Regional Curve  
 Instructor: When the River is Client Graduate Design Studio  
 South Gate Riparian Enhancement Concept Plan

## PROFICIENCIES

Proficiency with Bilingual (Spanish), MS Office, Adobe Creative Suite, AutoCAD, LandFX, PowerCAD, Sketchup  
 Experience with WordPress, FileMakerPro and GIS (ArcMAPv 3.2)

## RELEVANT EMPLOYMENT HISTORY

Owner + Landscape Architect	Wildling Design Studio	2021
Landscape Architect	GHD, Inc., Eureka, CA	2014-2021
Director	Humboldt Baykeeper, Eureka, CA	2012-2013
Landscape Architect	La Loma Land Development, Pasadena, CA.	2012
Project Engineer	Hanford ARC, Sonoma, CA	2011
Landscape Architect & Planner	Self-Employed, Redondo Beach, CA	2008-2012
Landscape Architect & Watershed Planner	Restoration Design Group, Berkeley, CA	2006-2012
Lecturer	California State Polytechnic University, Pomona CA	2006-2012
Watershed Coordinator	Santa Monica Bay Restoration Commission, Los Angeles, CA	2004-2008
Landscape Designer	North East Trees, Los Angeles, CA	2001-2004
Job Captain, Architectural Designer	Carde Ten Architects, Santa Monica, CA	1997-2000
Bilingual Educator	Los Angeles Unified School District, Los Angeles, CA	1994-1997